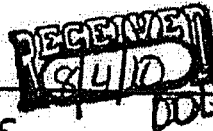


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10:34:55 a.m. 08-16-2010

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State of Alabama Unified Judicial System Form C-34 Rev 6/88	SUMMONS - CIVIL -	Case Number CV 10-1055
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IN THE Circuit COURT OF Mobile COUNTY

Plaintiff GARY GREEN

v. Defendant HOUSING + Urban Development ET AL

NOTICE TO HOUSING + Urban Development - 1000 Robert C. Weaver Federal Bldg
451 7th St. S.W. Washington DC 20410

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE PLAINTIFF OR PLAINTIFF'S ATTORNEY PLAINTIFF PRO SE GARY GREEN #237553 WHOSE ADDRESS IS 3800 Fountain AT MOREAL 36503

THIS ANSWER MUST BE MAILED OR DELIVERED WITHIN 30 DAYS AFTER THIS SUMMONS AND COMPLAINT WERE DELIVERED TO YOU OR A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT.

TO ANY SHERIFF OR ANY PERSON AUTHORIZED by the Alabama Rules of Civil Procedure:

- ☒ You are hereby commanded to serve this summons and a copy of the complaint in this action upon the defendant.
- ☐ Service by certified mail of this summons is initiated upon the written request of _____ pursuant to the Alabama Rules of Civil Procedure.

Date JUL 28 2010

Clerk/Register

By: JoJo Schwarzsauer
JOJO SCHWARZAUER, Circuit Clerk
MOBILE COUNTY-CIVIL DIVISION
Mobile Government Plaza, Room C836
205 Government Street
Mobile, Alabama 36644-2936

☒ Certified Mail is hereby requested.

Gary Green
Plaintiff's/Attorney's Signature

RETURN ON SERVICE:

- ☐ Return receipt of certified mail received in this office on _____ (Date)
- ☐ I certify that I personally delivered a copy of the Summons and Complaint to _____ in _____ County, Alabama on _____ (Date)

Date _____

Server's Signature _____

Address of Server _____



IN THE CIRCUIT COURT OF MOBILE COUNTY ALABAMA

GARY GREEN

Plaintiff

Vs.

CASE NO. CV-10-1055
(to be supplied by clerk)CVO 5
~~SERA~~
AOCCL:
JDM D
JRL

McFADDEN REALTY

HOUSING AUTHORITY, CITY OF PRICHARD ALA.

HOUSING URBAN DEVELOPMENT, (H.U.D.)

FRAUD-MISREPRESENTATION-DECEIT

Comes now, Gary Green, Plaintiff, filing Pro-Se'. Green is a state inmate who comes under the care and custody of the state of Alabama, and is at this time indigent, and files a proper request for indigence to waive cost by substantial hardship. Sworn to and properly notarized for Judges ruling to enter.

Elijah Green, deceased, heir Gary Green, complaint comes within the jurisdiction of this court pursuant to Ala. Code 1975, Title 12-11-30, and Title 24-1-8, Ala. Code 1975, concerning the following: *Also Title Code 35-Al. Code 1975 and all that apply to Title Code 24-Al. Code 1975*

TAX DEED #4057, PARCEL # 02-29-02-44-0-225-082, County, Mobile C.S.C. # 9363-property address 2475 Boyette St. Mobile, Al. 36617. Property was entered into contract with, McFadden Realtor Housing Authority of Prichard Al., Housing Urban Development, approx: 1997, and Elijah Green, deceased, approx: April 1998. McFadden Realtor, Housing Authority of Prichard Al., Housing Urban Development, continued ~~the contract~~ with Elijah Green after

he was deceased when there was no will, and the property ~~and~~ the property had never been to probate; lease continued unto approx: 2002, when property went to foreclosure to ^{the} State for tax purpose, and was purchased back by Plaintiff, Gary Green, and McFadden ealtor, Housing Authority of Prichard Al., housing Urban Development, were still leasing the property under contract. This case continues to present because no payment was ever made to property owner, Plaintiff Gary Green, under this lease contract. *SEE Exhibits #1, #2, AND #3 Attached.*

THE FOLLOWING ACTION

FRAUD-MISREPRESENTATION-DECEIT

- (1) Plaintiff alledges that a policy or custom of defendants, McFadden Realtor , Housing Authority of Prichard Al., and the Housing Urban Developement was responsible for property, tax deed # 4057. for deprivation of the Plaintiff, Gary Green's constitutional right's which had acted arbitrary and capriciously.
- (2) Plaintiff alleges that a policy or custom of defendants McFadden Realtor, Housing Authority of Prichard Al., Housing Urban Development, was responsible for property, tax deed # 4057. for deprivation of Plaintiff, Gary Green's constitutional right that constituted FRAUD; the subsequent failure to execute trust from whatever cause is a Construct~~ion~~ Fraud.
- (3) Plaintiff alleges that a policy or custom of McFadden Realtor, Housing Authority of Prichard Al., Housing Urban Development, was responsible for property, tax deed # 4057. for deprivation of Plaintiff, Gary Green, constitutional rights was deceived by act, or omission willfully, and had knowledge, McFadden Realtor, which employed widow, BEATRICE GREEN, step-mother, did constitute an act of making willfully false statement

with the intent to re-new a contract lease, with the Housing Authority of Prichard, and the Housing Urban Development to receive payment for the property tax deed # 4057. in Elijah Green's name, knowing he was deceased, and there was no will, and property, tax deed # 4057. had not been probated.

(4) Plaintiff alleges that a policy or custom of defenants McFadden Realtor , Housing Authority of Prichard Al., was responsible for the property, tax deed # 4057. for deprivation of Plaintiff, Gary Green constitutional rights; breaching their oblitigation and duties, committed Fraud by not executing or with out taking proper procedures after the death of Elijah Green, to set up an Escrow account for the payments until the property, Tax deed # 4057. and his estate had been properly probated.

(5) Plaintiff alleges that McFadden Realtor, Housing Authority of Prichard Al., Housing Urban development, was responsible for property, tax deed # 4057. for deprivation of Plaintiff's constitutional rights by the act or omission of payment, in lieu of taxes on property, which caused foreclosure to the State of Alabama for back taxes during the lease.

(6) Plaintiff alleges that McFadden Realtor, Housing Authority of Prichard Al., and the Housing Urban Development, deprived Plaintiff, Gary Green's constitutional rights by continuing the lease under contract after Plaintiff, purchased the property, Tax deed # 4057. from the State of Alabama, without the Plaintiff's permission, and acted arbitrary and capriciously.

(7) Plaintiff alleges that defendants McFadden Realtor, Housing Authority of Prichard Al., and the Housing Urban Development deprived Plaintiff, Gary Green, constitutional rights and is responsible for defrauding the payments Plaintiff was entitled to after the Plaintiff Gary Green purchased the property, tax deed # 4057. from the State of Alabama until termination of

the lease.

(8) McFadden Realtor, Housing Authority of Prichard Al., and the Housing Urban Development, committed Fraud by continuing the contract lease after foreclosure, and the purchase of the property by the Plaintiff from the State of Alabama without proper authority or the consent of Plaintiff to continue the lease.

(9) McFadden Realtor, Housing Authority of Prichard Al., and the Housing Urban Development are responsible for all policy or custom, and deprivation of constitutional rights that are listed in this action, and all damages; the back taxes, foreclosure of the property, payments made after the property was purchased from the State of Alabama, payments which have never been recovered, etc...

(10) McFadden Realtor, Housing Authority of Prichard Al., and the Housing Urban Development, defenants have been notified about this matter, and have failed to respond, or release any information about this matter. So the Plaintiff files this claim which the record(s) are needed for Plaintiff to litigate his complaint.

(11) Plaintiff, Gary Green, reserves the right to amend his complaint, and additional parties.

(12) The Plaintiff, Gary Green, suffered damages as a result of the actions of conduct on the part of the defendants, McFadden Realtor, Housing Authority of Prichard Al. housing Urban Development.

(13) McFadden Realtor, Housing authority of Prichard Al.e Housing Urban Development, are guilty of breach of contractual statutory duties.

(14) There is evidence in the record to support the Plaintiff's claim against the defendants as stated in his complaint.

(15) McFadden Realtor, Housing Authority of Prichard Al. Housing Urban Development, are guilty of wrong doing pursuant to their obligations that they have with the Plaintiff that caused damage.

(16) McFadden Realtor, Housing Authority of Prichard Al. Housing Urban Development, are guilty of their conduct that would be construed as FRAUD, that caused the Plaintiff severe emotional distress.

(17) McFadden Realtor, Housing Authority of Prichard Al. Housing Urban Development, are guilty of breach of duty owed to the Plaintiff.

(18) McFadden Realtor, Housing Authority of Prichard Al. Housing Urban Development, action constituted FRAUD MISREPRESENTATION, and DECEIT on numerous occasions, from the time of Elijah Greens death, to the foreclosure, to the purchase back of the property, tax deed # 4057, by the Plaintiff; The defendants where still leasing this property without proper probate to establish ownership.

(19) McFadden Realtor. Housing Authority of Prichard Al., Housing Urban Development, are guilty of not determining proper probate of the estate after the death of Elijah Green, not setting up an escrow account, which account would have been for the purpose of maintenance, taxes of the property, tax deed # 4057. until probate was settled.

(20) To constitute Fraud and suspend the proof of the statute there need not be deceit, misrepresentation, or evidence that the subsequent failure to execute such trust from whatever cause

is a constructive fraud against.

(21) Plaintiff is in the action of seeking relief from defendant, McFadden Realtor, Housing Authority of Prichard Al., housing Urban development, on grounds of Fraud where the statute created a bar. The claim must not be considered as accurate until the discovery is produced by the aggrieved party of the facts constituting the fraud.

(22) The plaintiff is entitled to reasonable attorneys fees, including cost pursuant to section 42. U.S.C. 17.

(23) The Plaintiff reserves the right to assert appropriate as they become known through discovery.

Therefore Plaintiff has a claim against defendants responsible for their actions.

RELIEF REQUESTED

(1) The court enter a order for defendants McFadden Realtor, Housing Authority of Prichard Al., Housing Urban Development, to respond to the complaint.

(2) Plaintiff seeks full damages awarded for loss of property, tax deed # 4057., due to foreclosure, and all which will have to be provided for the property to bring it back up to standard.

(3) Plaintiff seeks punitive damages omissions acts that where committed, sum to be added at a later date to be amended.

(4) Plaintiff seeks compensatory damages ^{IN 415} ~~in~~ this action in the amount of \$275,000.⁰⁰ ~~xx~~ dollars.

(5) Plaintiff seeks all discovery rights for all documents, and records to be produced from all (3) three defendants from

original date to current dates.

(6) To any and all relief to which Plaintiff is entitled.

Mary Green
RESPECTFULLY SUBMITTED

SWORN AND AFFIRMED UNDER OATH BEFORE ME ON THIS 19 DAY OF
July 2010.

NOTARY PUBLIC

G. David

MY COMMISSION EXPIRES 1 / 12 / 2010.

CERTIFICATION

CRUSADER SERVICING CORPORATION

October 9, 2008

MR. GARY GREENE #237553-C-17A
LOXLEY WORK RELEASE
P.O. BOX 1030
LOXLEY, AL 36551

RE: SETTLEMENT STATEMENT
Tax Deed # 4057
Parcel # 02-29-02-44-0-025-082
County Mobile

CSC # 9363
Property Address 2475 Boyette Street

Mr. Greene:

Pursuant to your request, the below amount represents the figures used to calculate the settlement amount for the property through October 31, 2008:

	AMOUNT	INTEREST	TOTAL
TAX AMOUNT:	\$574.78	\$235.64	\$810.42
SURPLUS BID:	\$5,225.22	\$2,142.20	\$7,367.42
SUBSEQUENT TAXES:	\$482.60	\$174.69	\$657.29
SUBSEQUENT TAXES:	\$1,158.88	\$115.44	\$1,274.32
TITLE SEARCH:	\$0.00	\$0.00	\$0.00
LEGAL FEES:	\$0.00	\$0.00	\$0.00
APPRAISAL FEE:	\$0.00	\$0.00	\$0.00
PROPERTY INSURANCE:	\$0.00	\$0.00	\$0.00
PROPERTY MAINTENANCE:	\$0.00	\$0.00	\$0.00
RECORDING:	\$26.50	\$0.00	\$26.50
OTHER:	\$0.00	\$0.00	\$0.00
TOTAL:	\$7,467.98	\$2,667.97	\$10,135.95

September 5, 2008 payment \$1,000.00
September 15, 2008 payment \$5,000.00

TOTAL as of OCTOBER 31, 2008 \$4,135.95

The amount listed on this page is the amount for which Crusader will relinquish its interest in the property if paid by the date indicated. In exchange, Crusader will provide a quit claim deed releasing any and all interest it may be entitled to. If redemption is to occur after September 30, please make sure to contact our office for current redemption figures.

179 Washington Lane, Jenkintown, PA 19046
(215) 884-8820 Facsimile (215) 884-8708

Exhibit #1

61

2

7

ER

1 RIC

Exhibit #2

CRUSADER SERVICING CORPORATION

179 Washington Lane, Jenkintown, PA 19046

Phone: 215-884-8820 Fax: 215-884-8708

* VIA REGULAR MAIL

Mr. Gary Greene #237553

3800 Fountain

Atmore, AL 36503

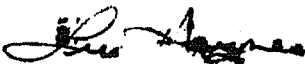
April 13, 2010

RE: Property located at 2475 Boyette Street, Mobile, AL 36617

Mr. Greene,

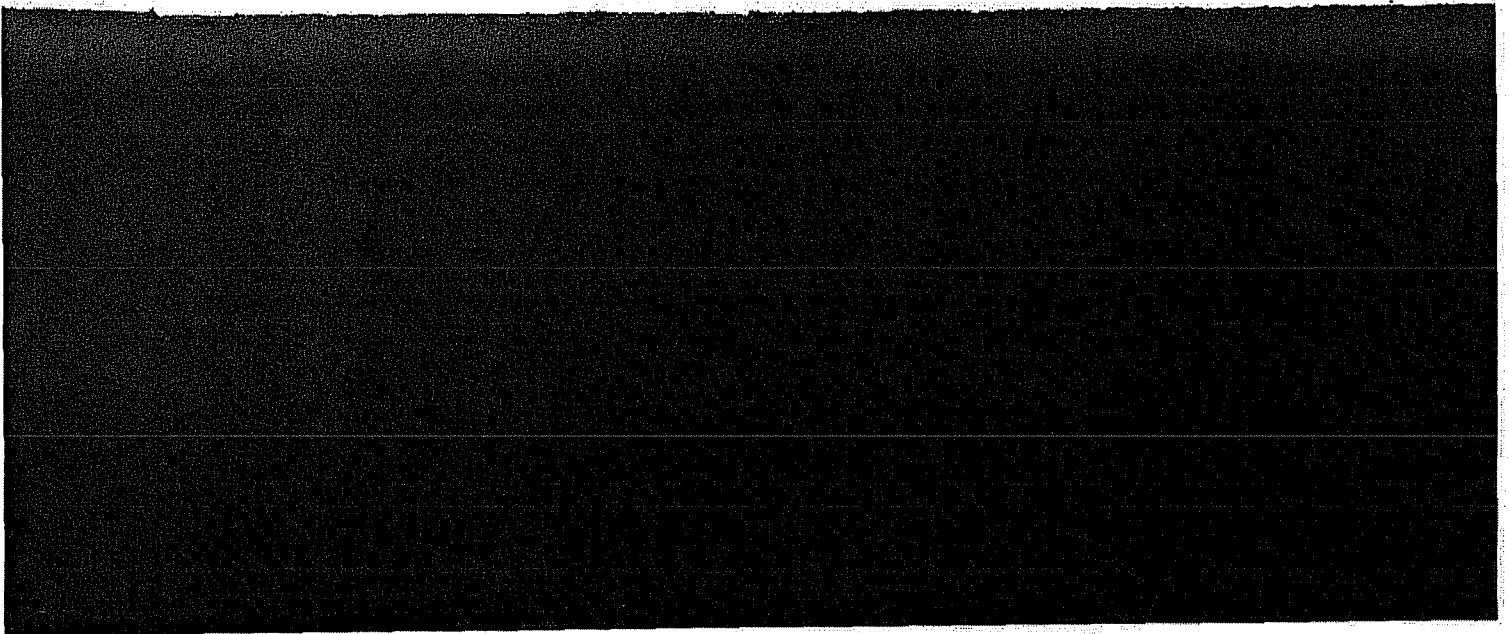
I am in receipt of your letter dated April 5, 2010. We are willing to allow you to continue making monthly payments to redeem this property. I have enclosed a settlement statement with the amount due to redeem the property by the end of the year and a letter for you to forward to the Director of the Housing Authority. I cannot give you a Quit Claim Deed to the property until the lien is satisfied. Feel free to contact me if you require anything further.

Sincerely,



Lisa Haynes

lhaynes@royalbankamerica.com



the money would go IN ESCROW and would not be release until the matter was straight that who was Responsible for the maintenance of the property. ^{or who Hold the Deed} So Here a letter from the Lien Holder give you notice verify that I should Recieve the money. please Release these funds AS soon as possible.

Sincerely, Thank you
Mary Greene

Property located AT 2478 Boyette Street, Mobile, AL. 36617
Parcel # 02-29-02-44-0-025-082
Ref Tax Deed # 4057
County, Mobile
CSC # 9363

"H.U.D."

*Exhibit #3***CRUSADER SERVICING CORPORATION**

179 Washington Lane, Jenkintown, PA 19046
Phone: 215-884-8820 Fax: 215-884-8708

* VIA REGULAR MAIL

Mr. Gary Greene #237553
3800 Fountain
Atmore, AL 36503

June 11, 2010

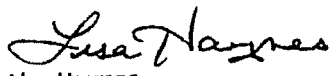
RE: Property located at 2475 Boyette Street, Mobile, AL 36617

Mr. Greene,

Please be advised that we have not received a payment since November. You had agreed to pay \$150 a month to redeem the property referenced above. I had sent you documentation that you requested back in April but still have not received any payments. Please remit the missed payments and June's payment by the end of this month or the file will be referred to an attorney and an action for quiet title and possession will be filed with the court. If we are forced to proceed with foreclosure, you may lose your property.

If you feel you cannot afford the \$150 a month payment, please contact me so that we may discuss your options. Feel free to contact me if you have any other questions. Thank you for your time.

Sincerely,



Lisa Haynes

lhaynes@royalbankamerica.com

STATE OF ALABAMA
DEPARTMENT OF CORRECTIONS
FOUNTAIN CORRECTIONAL CENTER

AIS #: 237553

NAME: GREENE, GARY PATRICK

AS OF: 07/07/2010

MONTH	# OF DAYS	AVG DAILY BALANCE	MONTHLY DEPOSITS
JUL	24	\$0.46	\$0.00
AUG	31	\$0.25	\$0.00
SEP	30	\$1.23	\$50.00
OCT	31	\$13.66	\$213.00
NOV	30	\$9.26	\$155.00
DEC	31	\$14.37	\$130.00
JAN	31	\$0.70	\$25.00
FEB	28	\$0.04	\$0.00
MAR	31	\$9.03	\$110.00
APR	30	\$5.65	\$85.00
MAY	31	\$8.94	\$105.00
JUN	30	\$13.00	\$155.00
JUL	7	\$11.60	\$20.00

\$7.35\$87.33

Valeria Spates
Valeria Spates, PMOD Clerk

STATE OF ALABAMA, ESCAMBIA COUNTY, SWORN TO AND SUBSCRIBED BEFORE
ME THIS 7th DAY OF July, 2010.

Richard D. Hester
Notary Public